

UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 STANDARD DETROIT PAINT CO., et al., )  
 )  
 Defendants. )  
 )

Case Number: 04-71442

Hon. Paul D. Borman

**CONSENT DECREE**

**I. BACKGROUND**

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9606 and 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Standard Detroit Paint Co. Site in Detroit, Michigan ("the Site").

B. Bruce Goel, SDPC, Inc., and Standard Detroit Realty Co. (collectively the "SDPC Defendants") and Riverside Organics, Inc., Riverside Products, Inc., and Robert Gillmann (collectively the "Riverside Entities") have entered into this Consent Decree and do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States has reviewed the Financial Information submitted by the SDPC Defendants and the Riverside Entities (collectively the "Settling Entities") to determine whether the Settling Entities are financially able to pay response costs incurred at the Site. Based upon this Financial Information, the United States has determined that the Settling Entities are able to pay the amounts specified in Section VI.

D. The United States and the Settling Entities agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith,

that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9606, 9607 and 9613(b) and also has personal jurisdiction over the Settling Entities. The Settling Entities consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

## **III. PARTIES BOUND**

2. This Consent Decree is binding upon the United States and upon the Settling Entities and their heirs, successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Entities under this Consent Decree.

## **IV. DEFINITIONS**

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Consent Decree" shall mean this Consent Decree and the appendix attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Fair Market Value" shall mean the price at which a property would change hands between a willing buyer and a willing seller under actual market conditions, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts.

h. "Financial Information" shall mean those financial documents identified in Appendix A.

i. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

j. "Net Sales Proceeds" shall mean the total value of all consideration for each Transfer less closing costs reasonably incurred and actually paid by the Settling Parties associated with the Transfer. Settling Parties shall provide U.S. EPA with documentation sufficient to show the total value of all consideration for each Transfer at the time of the Transfer, the amount of the proceeds of the Transfer and the amounts corresponding to closing costs.

k. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

l. "Parties" shall mean the United States and the Settling Entities.

m. "Plaintiff" shall mean the United States.

n. "Property" shall mean the real property that is owned by Settling Defendant Standard Detroit Realty Company and identified in Appendix B hereto.

o. "Riverside Entities" shall mean Robert Gillmann; Riverside Organics, Inc.; and Riverside Products, Inc., both individually and collectively.

p. "SDPC" means SDPC, Inc. formerly known as Standard Detroit Paint Company and also formerly known as both Standard Paint Co. and Standard Paints and Coatings.

q. "SDPC Defendants" shall mean Bruce Goel, SDPC, Inc., and Standard Detroit Realty Co., both individually and collectively.

r. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

s. "Settling Entities" shall mean the Riverside Entities and the SDPC Defendants, both individually and collectively.

t. "Site" or "Standard Detroit Paint Co. Site" shall mean the industrial facility and associated office space and land located at 8100, 8138, 8205, 8225, 8235, and 8300 Lyndon Street in Detroit, Michigan.

u. "Transfer" shall mean each sale, assignment, transfer or exchange by a Settling Defendant (or its successors or heirs) of the Property, or any portion thereof, or of an entity owning the Property, where title to the Property (or any portion or interest thereof) or to the entity owning the Property and Fair Market Value is received in consideration. A Transfer does not include a transfer pursuant to a gift, inheritance or a bequest.

v. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

#### **V. STATEMENT OF PURPOSE**

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Entities to make cash payments to address their liability for the Site as provided in the Covenant Not to Sue by Plaintiff in Section IX, and subject to the Reservations of Rights by United States in Section X, and for the Riverside Entities to provide for appropriate future management of their hazardous substances at the Site.

#### **VI. PAYMENT OF RESPONSE COSTS**

5. Within 30 days of entry of this Consent Decree, the Riverside Entities shall pay to the EPA \$14,000.

6. Within 30 days of entry of this Consent Decree, Settling Defendant Bruce Goel shall pay to the EPA \$10,000.

7. Settling Defendant SDPC shall pay to the EPA the sum of \$40,000. Payment shall be made in two installments. The first payment of \$20,000 shall be due within 30 days of entry of this Consent Decree. The second payment of \$20,000 shall be due on December 1, 2005. Settling Defendant may accelerate the second payment.

8. Payment of Proceeds of Sale of Property. Settling Defendant Standard Detroit Realty Co. agrees that it will not sell, assign, transfer or exchange the Property except by means of a Transfer. Settling Defendant shall use its best efforts to Transfer the Property within 60 days of entry of this Consent Decree.

a. Standard Detroit Realty Company shall pay to EPA 50% of the Net Sales Proceeds of the Transfer of the Property. Payment shall be made to EPA within 15 days of the effective date of the Transfer of the Property.

b. Payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying each check, shall identify the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID # BJ57, and DOJ Case Number 90-11-3-08271, and shall be sent to:

U.S. Environmental Protection Agency  
Superfund Accounting  
P.O. Box 70753  
Chicago, IL 606073

Settling Defendant Standard Detroit Realty Co. shall send notice that payment has been made in accordance with Paragraph 10 below, and the payment shall be deposited in accordance with Paragraph 11 below.

c. At least 30 days prior to any such Transfer, Settling Defendant Standard Detroit Realty Co. shall notify EPA of the proposed transfer, which notice shall include a description of the property to be sold, the identity of the purchaser, the terms of the transfer, the consideration to be paid, and a copy of the Transfer agreement. The proposed sales price must be at least equal to the Fair Market Value of the Property based upon an appraisal obtained within 1 year of the Transfer. Settling Defendant shall notify EPA of the completion of the Transfer within 10 days of the date of closing and shall include with such notification a copy of the closing binder, including final executed documentation for the conveyance and a work sheet setting forth the Net Sales Proceeds and the amount payable to EPA.

d. In the event of a Transfer of the Property or any portion thereof, Settling Defendant Standard Detroit Realty Co. shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Consent Decree, except if EPA and Settling Defendant Standard Detroit Realty Co. modify this Consent Decree in writing.

9. Payments shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing USAO File Number 2004V00449, the EPA Region and Site Spill ID Number BJ57, and DOJ Case Number 90-11-3-08271. Payments shall be made in accordance with instructions provided to Settling Entities by the Financial Litigation Unit of the U.S. Attorney's Office in the Eastern

District of Michigan following lodging of the Consent Decree. Any payment received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day.

10. At the time of each payment, the paying Settling Entity shall send notice that payment has been made to EPA and DOJ in accordance with Section IX (Notices and Submissions) and to:

Comptroller (MF-10J)  
U.S. EPA Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604-3590

11. The total amount to be paid pursuant to Paragraphs 5 through 8 shall be deposited in the EPA Hazardous Substance Superfund.

## **VII. HAZARDOUS SUBSTANCES MANAGEMENT PLAN**

12. Within 60 days after the entry of this Consent Decree, the Riverside Entities shall submit to EPA for approval a plan for the management of hazardous substances used, stored, generated, or disposed of by the Riverside Entities at the Site ("Management Plan"). The Management Plan shall set forth a structure for the inventorying, storage, and disposal of such hazardous substances. Upon its approval by EPA, the Management Plan shall be incorporated into and become enforceable under this Consent Decree. The Riverside Entities shall comply with such approved Management Plan (and any subsequent EPA approved amendments thereto) while conducting operations at the Site.

13. Following review of the Management Plan as submitted by the Riverside Entities, EPA shall: (a) approve, in whole or in part, the plan; (b) approve the plan upon specified conditions; (c) modify the plan to cure the deficiencies; (d) disapprove, in whole or in part, the plan, directing that Riverside Products modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Riverside Products at least one notice of deficiency and an opportunity to cure within 30 days.

14. Upon receipt of a notice of disapproval pursuant to Paragraph 13(d) or required modification under Paragraph 13(c), Riverside Products shall, within 30 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the Management Plan for approval. Any stipulated penalties applicable to the submission, as provided in Section IX, shall accrue during the 30-day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect.

### **VIII. FAILURE TO COMPLY WITH CONSENT DECREE**

15. Interest on Late Payments. If a Settling Entity fail to make its payment under Paragraph 5 through Paragraph 8, as applicable, by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

16. Stipulated Penalty.

a. If any amounts due under Paragraph 6 through Paragraph 8 are not paid by the SDPC Defendants by the required dates, the SDPC Defendants shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 15: 1-15 days, \$500 per day; 15-30 days, \$750 per day; over 30 days, \$1,000 per day that such payment is late.

b. If the amount due under Paragraph 5 is not paid by the Riverside Entities by the required date or if the Riverside Entities fail to submit the Management Plan in accordance with Section VII, the Riverside Entities shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 15: 1-15 days, \$500 per day; 15-30 days, \$750 per day; over 30 days, \$1,000 per day that such payment is late or submittal is overdue.

c. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number BJ57, and DOJ Case Number 90-11-3-08271, and shall be sent to:

U.S. Environmental Protection Agency  
Program Accounting & Analysis Section  
P.O. Box 70753  
Chicago, Illinois 60673

c. At the time of each payment, the paying Settling Entity shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices and Submissions) and to:

Comptroller (MF-10J)  
U.S. EPA Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604-3590

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the applicable Settling Entity of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

17. If the United States brings an action to enforce this Consent Decree against a Settling Entity, such Settling Entity shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of any Settling Entity's failure to comply with the requirements of this Consent Decree.

19. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Entities from payment as required by Section VI or from performance of any other requirements of this Consent Decree.

#### **IX. COVENANT NOT TO SUE BY PLAINTIFF**

20. Except as specifically provided in Section X (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Entities pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required to be paid under Section VI (Payment of Response Costs) and any amount due under Section VIII (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by the Riverside Entities and the SDPC Defendants of their respective obligations under this Consent Decree. This covenant not to sue is also conditioned upon the veracity and completeness of the Financial Information provided to EPA by Settling Entities. If any Settling Entity's Financial Information is subsequently determined by EPA to be false or, in any material respect, inaccurate, such Settling Entity shall forfeit all payments made pursuant to this Consent Decree and this covenant not to sue and the contribution protection in Paragraph 27 shall be null and void as to that Settling Entity. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from a Settling Entity's false or materially inaccurate information. This covenant not to sue extends only to the Settling Entities and does not extend to any other person.



## **X. RESERVATION OF RIGHTS BY UNITED STATES**

21. The United States reserves, and this Consent Decree is without prejudice to, all rights against the Settling Entities with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiff in Paragraph 20. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Entities with respect to:

- a. liability for failure of Settling Entities to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability based upon Settling Entities' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Entities; and
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

22. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the Financial Information provided by Settling Entities, or the financial certification made by Settling Entities in Paragraph 31, is false or, in any material respect, inaccurate.

## **XI. COVENANT NOT TO SUE BY SETTLING ENTITIES**

23. Settling Entities covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution,

the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 25 (Waiver of Claims) and Paragraph 29 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 21 (c) - (e), but only to the extent that Settling Entities' claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

24. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

25. Settling Entities agree not to assert any CERCLA claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Entities may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Entities.

## **XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

26. Except as provided in Paragraph 21, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. Except as provided in Paragraph 21, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

27. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Entities are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person. The "matters addressed" in this Consent Decree do not include those response costs or response actions as to which the United States has reserved its rights under this Consent Decree (except for

claims for failure to comply with this Decree), in the event that the United States asserts rights against Settling Entities coming within the scope of such reservations.

28. Settling Entities agree that, with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree, they will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Settling Entities also agree that, with respect to any suit or claim for contribution brought against any one or more of them for matters related to this Consent Decree, they will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon them. In addition, Settling Entities shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

29. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Entities shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section IX.

### **XIII. RETENTION OF RECORDS**

30. Until 5 years after the entry of this Consent Decree, Settling Entities shall preserve and retain all records now in their possession or control, or which come into their possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

31. After the conclusion of the document retention period in the preceding paragraph, Settling Entities shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, Settling Entities shall deliver any such records to EPA. Settling Entities may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Entities assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name and title of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. However, no records created or generated pursuant to the requirements of this or any other settlement with the United States shall be withheld on the grounds that they are privileged.

32. Settling Entities hereby certify that, to the best of their knowledge and belief, after thorough inquiry, they have:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or other information relating to their potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against them regarding the Site, and that they have fully complied with any and all EPA requests for information regarding the Site and Settling Entities' financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927; and

b. submitted to EPA Financial Information that fairly, accurately, and materially sets forth their financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted to EPA and the time Settling Entities execute this Consent Decree.

#### **XIV. NOTICES AND SUBMISSIONS**

33. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Entities, respectively.

##### As to the United States:

##### As to DOJ:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice (DJ # 90-11-3-08271)  
P.O. Box 7611  
Washington, D.C. 20044-7611

##### As to EPA:

Richard C. Karl, Director  
Superfund Division (S-6J)  
U.S. EPA Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604-3590

and

Thomas Krueger  
Office of Regional Counsel  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Mail Code C-14J  
Chicago, IL 60604

As to SDPC Defendants:

Robert C. Davis, Esq.  
O'REILLY RANCILIO P.C.  
Sterling Town Center  
12900 Hall Road, Suite 350  
Sterling Heights, MI 48313

As to Riverside Entities:

Austin Hirschhorn, Esq.  
AUSTIN HIRSCHHORN, P.C.  
101 W. Big Beaver Road  
Suite 1050  
Troy, MI 48084

**XV. RETENTION OF JURISDICTION**

34. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

**XVI. INTEGRATION/APPENDICES**

35. This Consent Decree and its appendices constitute the final, complete and exclusive Consent Decree and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendix is attached to and incorporated into this Consent Decree:

- "Appendix A" is a list of the financial documents submitted to EPA by Settling Entities;

- “Appendix B” is a list of real property subject to Transfer by Settling Defendant Standard Detroit Realty Co.

## **XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

36. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Entities consent to the entry of this Consent Decree without further notice.

37. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

## **XVIII. SIGNATORIES/SERVICE**

38. Each undersigned representative of the Settling Entities to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

39. Settling Entities hereby agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Entities in writing that it no longer supports entry of the Consent Decree.

40. Settling Entities shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on their behalf with respect to all matters arising under or relating to this Consent Decree. Settling Entities hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

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### **XIX. FINAL JUDGMENT**

41. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and the Settling Entities. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.


SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2005.

*[lodged pending public comment]*  
U.S. District Judge Borman

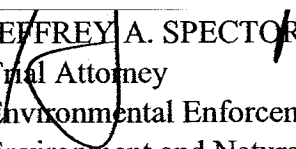
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Standard Detroit Paint Co., Case No. 04-71442 (E.D. Mich.), relating to the Standard Detroit Paint Site.

FOR THE UNITED STATES OF AMERICA

\_\_\_\_\_  
Date

  
KELLY A. JOHNSON  
Acting Assistant Attorney General  
Environment & Natural Resources Division  
U.S. Department of Justice  
Washington, D.C. 20530

8/8/2005  
Date

  
JEFFREY A. SPECTOR  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611



THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Standard Detroit Paint Co., Case No. 04-71442 (E.D. Mich.), relating to the Standard Detroit Paint Site.

FOR THE UNITED STATES OF AMERICA

7/15/05  
Date

fr 15 7/15/05  
RICHARD C. KARL, Director  
Superfund Division  
U.S. Environmental Protection Agency  
Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604

7/7/05  
Date

THOMAS KRUEGER  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
Region 5 (C-14J)  
77 West Jackson Boulevard  
Chicago, IL 60604

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Standard Detroit Paint Co., Case No. 04-71442 (E.D. Mich.), relating to the Standard Detroit Paint Site.

FOR DEFENDANTS BRUCE GOOEL; SDPC, INC. ; AND STANDARD DETROIT REALTY CO.

Date: 5.5.05

\_\_\_\_\_  
Bruce Goel  
President SDPC, Inc.  
President Standard Detroit Realty Co.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: ROBERT C. DAVIS

Title: ATTORNEY

Address: 12900 HALL RD  
STERLING HTS., Michigan  
48313

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Standard Detroit Paint Co., Case No. 04-71442 (E.D. Mich.), relating to the Standard Detroit Paint Site.

FOR RIVERSIDE PRODUCTS, INC., ROBERT GILLMANN, AND DEFENDANT  
RIVERSIDE ORGANICS, INC.

Date: 1/27/05

\_\_\_\_\_  
Robert Gillmann  
President Riverside Products, Inc.  
President Riverside Organics, Inc.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Austin Hirschhorn

Title: Attorney

Address: 101 W. Big Beaver Rd., Suite 1050  
Troy, MI 48084

## APPENDIX A

Financial documents submitted for review by the United States to determine whether the Settling Entities are financially able to pay response costs incurred at the Site:

- Financial Statement of Debtor completed by Robert C. Gillmann;
- U.S. Individual Income Tax Return for Robert C. Gillmann - 2003;
- U.S. Individual Income Tax Return for Robert C. Gillmann - 2002;
- U.S. Individual Income Tax Return for Robert C. Gillmann - 2001;
- Financial Statement for Riverside Organics Inc. dated February 10, 2005;
- Financial Statement of Debtor completed by Bruce Gooel;
- U.S. Individual Income Tax Return for Bruce Gooel - 2003;
- U.S. Individual Income Tax Return for Bruce Gooel - 2002;
- U.S. Individual Income Tax Return for Bruce Gooel - 2001;
- U.S. Income Tax Return for an S Corporation for Standard Detroit Realty Co. - 2003;
- U.S. Income Tax Return for an S Corporation for Standard Detroit Realty Co. - 2002;
- U.S. Income Tax Return for an S Corporation for Standard Detroit Realty Co. - 2001;
- Client Trust Account bank records for Standard Detroit Entities for period from March 2000 through February 2005.

## APPENDIX B

Real property to be transferred by Settling Defendant Standard Detroit Realty Company in accordance with this Consent Decree:

- 8100 Lyndon Street, Detroit, Michigan (N. Lyndon 679 thru 683 Oakford Sub L35 P56 Plats, WCR 16/246 103.80 X 100);
- 8138 Lyndon Street, Detroit, Michigan (N. Lyndon 673 thru 678 Oakford Sub L35 P56 Plats, WCR 16/246 123.80 X 100);
- 8205 Lyndon Street, Detroit, Michigan (S. Lyndon 250 & 251 Assessors Detroit Plat No. 18 L74 P26 Plats, WCR 16/467 50,088 Sq. Ft.);
- 8225 Lyndon Street, Detroit, Michigan (S. Lyndon 252 Assessors Detroit Plat No. 18 L74 P26 Plats, WCR 16/467 28,671 Sq. Ft.);
- 8235 Lyndon Street, Detroit, Michigan (S. Lyndon 253 Assessors Detroit Plat No. 18 L74 P26 Plats, WCR 16/467 47,829 Sq. Ft.);
- 8260 Lyndon Street, Detroit, Michigan (N. Lyndon 596 thru 606 Oakford Sub L35 P56 Plats, WCR 16/246 227.60 X 100);
- 8300 Lyndon Street, Detroit, Michigan (N. Lyndon 525 thru 529 Oakford Sub L35 P56 Plats, WCR 16/246 103.80 X 100);
- 14529 Greenlawn Street, Detroit, Michigan (W. Greenlawn 685 Oakford Sub L35 P56 Plats, WCR 16/246 30 X 105.80);
- 14535 Greenlawn Street, Detroit, Michigan (W. Greenlawn 686 Oakford Sub L35 P56 Plats, WCR 16/246 30 X 105.80);
- 14526 Roselawn Street, Detroit, Michigan (E. Roselawn 672 Oakford Sub L35 P56 Plats, WCR 16/246 23.93 Irreg.);
- 14532 Roselawn Street, Detroit, Michigan (E. Roselawn 671 Oakford Sub L35 P56 Plats, WCR 16/246 30 X 105.80); and
- 14538 Roselawn Street, Detroit, Michigan (E. Roselawn 670 Oakford Sub L35 P56 Plats, WCR 16/246 30 X 105.80).